

# legal+creative

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## A CONTRACT CLAUSE CHECKLIST FOR CONTENT ENTREPRENEURS

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### 1. TRANSFERRING RIGHTS TO CONTENT

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- Will all content rights be transferred outright to the client or customer?
- Retain the right to for content creator to make promotional uses or portfolio use of samples of the content.
- Address attribution – acknowledgment of the content creator even if content rights are assigned.
- Trigger assignment of content rights on the content creator's receipt of payment.
- Address entitlement of registration of copyright(s) in the work, if registration is desired.
- Identify the responsible party for legal review and clearance of content before it publishes or posts.

### 2. LICENSING RIGHTS TO CONTENT

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- Which content rights will be licensed by content creator to client or customer?
- Define the limitations of the license: media type/platform, time, industry, purpose.
- Define the compensation based in part on the range or scope of the content rights licensed.
- Liability: Each party should be liable for their contributions and actions/inactions.
- Portfolio Display Rights: A subset of IP rights. Define the Creator's portfolio use rights.

### 3. ACQUIRING RIGHTS OR LICENSE TO CONTENT OF OTHERS (CONTRACTORS, ETC.)

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- CRUCIAL:** the written contract. **REMEMBER** you don't own IP in freelancer work without it.
- Address contractor's portfolio display rights – display of work samples, listing of client names and trademarks.
- Determine appropriate restrictive covenants: Confidentiality (ALWAYS), Non-Solicitation.
- Include "work-for-hire" language that immediately vests your copyright on creation of work. **ALSO** get a warranty that the content is original and non-infringing on third party work.

### 4. TRADEMARK USE AND CROSS-LICENSING

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- Address use of the client's brands and trademarks in the creator's content or campaign
- Address use of creator's name, brand(s) and trademarks by the client when client shares the content.
- Mention any other circumstances under which the creator and the client/brand can reference one another's names, trademarks, brands or likenesses.

## 5. FTC AND ADVERTISING REGULATORY COMPLIANCE

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- Ensure all members of the content team understand FTC transparency and disclosure rules – where there is a relationship between parties or anything of value exchanged, disclosure required.
- Have contracts between content creator and client, and content creator and independent contractor(s) assign responsibility for compliance with FTC rules.
- Don't appropriate content or brands of other parties on social media (or imply affiliation with them), in content marketing without permission.
- Product and service claims, and comparative claims on social are subject to ad claims rules – they must be truthful, not misleading, and verifiable.

## 6. EXCLUSIVITY OF RELATIONSHIP

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- Be specific about exclusivity in the relationship – industry(ies), product categories, specific company(ies).
- Be specific about the amount of time for which exclusivity is being promised (during the Agreement term, for a period after the Agreement ends, during the time a campaign runs, etc.)
- Adjust compensation formulas with Exclusivity in mind if it is agreed to.

## 7. THE “MORALS” CLAUSE

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- Draft this specifically to cover the types of activities or behavior that are forbidden.
- Consider mutuality for this clause – for the content creator in the event client breaches the morals clause and for the client/brand in the event the content creator breaches.
- Define whether past conduct or behavior can be a breach if it comes to light during the engagement.
- Define any “cure” activities or period for repairing any breaches of this clause.

**\*THESE ARE THE NON-FINANCIAL CLAUSES EVERY CONTENT ENTREPRENEUR NEEDS. DEFINING DELIVERABLES AND PRICING YOUR SERVICES ARE OBVIOUSLY ESSENTIAL CLAUSES IN EVERY CONTRACT TOO!**

**QUESTIONS? Happy to help! Find me here:**



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